

**Labor Agreement**

**Between**

**The State of Missouri  
Office of Administration**

**The Departments of Mental Health, Corrections, and  
Missouri Veterans Commission**

**AND**

**Service Employees International Union (SEIU)  
Local 1**

**Patient Care Professionals Bargaining Unit**

**June 1, 2015 - May 31, 2018**

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## **PREAMBLE**

This Agreement entered into by the State of Missouri Departments of Mental Health, Corrections and Missouri Veterans Commission (hereinafter referred to as the "Employer"), and Service Employees International Union Local 1, affiliated with the Service Employees International Union, hereinafter referred to as the "Union", on behalf of the eligible Employees in the Patient Care Professionals Bargaining Unit, as described in Appendix A.

The State and the Union agree to implement and exercise all provisions of this Agreement in a fair and responsible manner. The Parties also agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

### **Article 1** **UNION RECOGNITION**

#### **Section 1.1**

The Employer hereby recognizes the Union, as the sole and exclusive bargaining agent for the purpose of reaching Agreements and resolving issues on matters pertaining to salaries and other conditions of employment for Employees within the Bargaining Unit, in accordance with Sections 105.500 – 105.530, RSMo. The Bargaining Unit is defined by the State Board of Mediation in Certification Number AC 2011-028.

The scope of this unit is described to include all eligible Employees in offices and facilities operated by the departments covered by this Agreement who are employed in the classifications listed in Appendix A, but excluding those Employees who are managerial, supervisory, confidential, temporary, emergency, provisional, or who are otherwise excluded by law.

#### **Section 1.2**

The Employer shall notify the Union in writing of any proposed changes in the Employer's classification plan that could impact the Bargaining Unit upon the submission of the proposal to the Personnel Advisory Board by forwarding a copy of the monthly Board agenda to the Union.

#### **Section 1.3**

Should new classifications be established by the Personnel Advisory Board and utilized by the Employer both parties agree to meet, confer, and discuss in an attempt to determine whether such positions are appropriate for the Bargaining Unit. If the dispute cannot be resolved by the two parties, it shall be submitted to the State Board of Mediation for resolution in accordance with its rules and regulations.

#### **Section 1.4    Union Participation**

The Employer shall allow Employees to exercise the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union.

Employees shall have the right to participate in the management of the Union and to act for the Union in the capacity of Representatives including, but not limited to, presentation of the Union's views to officials of the Executive Branch, the Legislature, the general public or other appropriate authority.

### **Section 1.5**

For purposes of this Agreement, a Union Representative is designated by the Union to provide advice and assistance to the Bargaining Unit Employee or group of Employees as determined by Agreement. A Union Representative may include a person who is on leave of absence and designated by the Union to provide advice and assistance to a Bargaining Unit Employee or group of Employees.

For purposes of this Agreement, a Union Steward is an active department Employee in the Bargaining Unit authorized by the Union to provide advice and assistance to the Bargaining Unit Employee or group of Employees as determined by Agreement.

The Union will provide the Employer with a list of designated Union Representatives and Union Stewards and updates as necessary.

## **Article 2**

### **MANAGEMENT RIGHTS**

### **Section 2.1**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its Employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified by the terms of this Agreement.

### **Section 2.2**

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
- The right to plan, direct, control, and determine the operation, and/or services to be carried out by its Employees;
- The right to determine the methods, means, and number of staff needed to carry out its mission;
- The right to direct the workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss for cause;
- The right to furlough and layoff Employees due to lack of work or funds, or reasons consistent with this Article;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, regulations and rules;
- The right to introduce new methods of operation, equipment, or facilities;

- The right to contract for goods and services, and;
- The right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if, at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency as soon as reasonably possible. Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

### **Article 3 NON-DISCRIMINATION**

#### **Section 3.1**

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible Employees according to federal laws and state laws without regard to age, race, sex, sexual orientation, religion, color, national origin, political affiliation, genetic information, disability, union membership status or lack thereof, or the exercise of any rights set forth in any federal or state laws.

#### **Section 3.2**

All references to this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

#### **Section 3.3 Professional Courtesy**

The Employer and Employees will treat each other with professional courtesy.

### **Article 4 UNION LEAVE**

#### **Section 4.1**

The Union shall designate Stewards as appropriate for its structure and will provide the Employer with a listing of Stewards and locations.

#### **Section 4.2**

The Employer agrees to allow use of annual leave, compensatory time or leave without pay for a Union Steward or Employee for the purpose of attending Union conventions, state or area Union committee meetings, training classes, seminars or other related activities provided by the Union, in accordance with the Employer's leave request policies. Requests will not be unreasonably denied.

### **Section 4.3**

The Employer shall permit a leave of absence without pay to one Employee from the Bargaining Unit who becomes a full-time paid officer or agent of the Union by appointment or election to office. If this would create a critical staffing shortage, the Employer and the Union will meet to discuss alternatives. Such leave must be granted in accordance with the Rules of the Personnel Advisory Board (1 CSR 20.5.020), and will not be unreasonably denied.

### **Section 4.4**

If an Employee's service credit is affected due to approved leave as permitted in this Article, the Employee may count this time toward their Bargaining Unit seniority when a decision utilizing seniority is necessary. The Employee will be responsible for maintaining this time and notifying the Employer as necessary.

## **Article 5** **SENIORITY**

### **Section 5.1 Seniority**

Seniority shall begin with the most recent date of hire within the Bargaining Unit. Seniority rights will be applied after the Employees have completed their probationary period.

If Employees are consolidated into the Bargaining Unit covered under the Agreement, seniority shall include the length of an Employee's continuous service with the department in which he was previously employed prior to the consolidation and thereafter shall continue to accumulate seniority.

### **Section 5.2**

In the event that a dispute arises regarding seniority that could result in a grievance, the Employer shall provide the seniority of the individuals involved to the Union.

## **Article 6** **HEALTH AND SAFETY**

### **Section 6.1**

The Employer will continue to provide a safe workplace for all Employees. The Employer will integrate Employee participation in its efforts to promote safe workplace environments. The Employer's workplace safety programs and procedures shall encourage reporting of unsafe conditions and appropriate follow-up when reporting occurs.

Employees shall not be disciplined or discriminated against for bringing health and safety concerns to the attention of the appropriate supervisory or management staff or Union official.

Discussion of safety issues with Union officials shall not serve as a substitute for established reporting procedures. Employees will be expected to follow established safety procedures.

### **Section 6.2**

The Employer recognizes the risks to Employees involved in providing health and human services and the potential for trauma associated with violent events that may occur in the workplace.

For Employees who have been subject to violent contact or threat to Employee or family by a client, the Employer will evaluate the need for Employee assistance including the option of granting administrative leave. If follow-up services are needed, the Employer will make a referral to Central Accident Reporting Office (CARO) and/or the Employee Assistance Program (EAP), or other services as appropriate. An Employee will not be mandated to EAP as a result of reporting a threat or violent contact.

### **Section 6.3**

The Employer intends that workloads will be manageable. To that end, the Employer agrees to the following:

- a) The work required is appropriate for the Employee's classification and job description.
- b) The Employee's workload including other duties as assigned allows for the adequate provision of the services that the Employee's position is intended to provide for the client.
- c) That the Employer will adjust the Employee's workload or assign additional staff to share the workload if needed. Such adjustments will be subject to the grievance procedure.

### **Section 6.4**

The Employer shall make available information including contact numbers of the Employee Assistance Program to Employees in an Employee information center or other accessible format at each work location.

### **Section 6.5**

The Employer shall comply with appropriate blood-borne pathogen standards as required under Section 191.640, RSMo.

### **Section 6.6**

In accordance with Section 191.610, RSMo, the Employer shall provide to the Union available aggregate data related to Employee injuries, including client-caused injuries, upon request.

## **Section 6.7**

The Employer will comply with the Americans with Disabilities Act (ADA.).

## **Section 6.8 Safety Orientation**

Bargaining Unit Employees will be provided training on facility health and safety policies and procedures as needed.

## **Section 6.9 Emergency Medical Response**

The Employer agrees to assist, as appropriate, any Employee injured while on duty. In an emergency, emergency services will be called.

## **Section 6.10 Aggressive Behavior Training**

Where seclusion and restraints are used, all Employees who have direct client contact will have ongoing education and training, consistent with their roles and responsibilities in the proper and safe use of seclusion and restraints, and will also be trained in alternative methods for handling behavior, symptoms, and situations where restraints or seclusion have been used. Training will be mandatory and will be completed during orientation.

## **Section 6.11 Needle Stick Safety Act**

The Employer shall comply with Section 191.640, RSMo, commonly referred to as the Needle Stick Safety Act. If the Union or the Employee believes there is a violation of this statute, the Union or the Employee may file a grievance alleging a violation of this section. The Employee may also exercise his right to file a complaint alleging violation of the Needle Stick Safety Act with the Missouri Department of Health and Senior Services.

## **Section 6.12 Hazardous Materials**

Where applicable, the Employer will comply with United States Labor Code, Section 6390, on Material Safety Data Sheets.

## **Section 6.13 Health and Safety Committees in the Department of Mental Health and Missouri Veterans Commission**

- a) The parties agree that Health and Safety Committees are appropriate in many areas of State employment.
- b) All twenty-four (24) hour facilities will have local work-site health and safety committees.
- c) The Union may designate one (1) Employee from the Bargaining Unit to serve on each facility Health and Safety Committee. The Bargaining Unit Representative may add items to the committee meeting agenda by providing advance written notice to the Committee Chair.

- d) The Committee shall meet at least quarterly for the purpose of discussing safety policy and procedures, problems, recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage Employees to be more conscious of safety. Other issues that may be addressed by the committee include indoor air quality, aggressive behavior training, infectious disease control, protective clothing and equipment, hazardous materials, ergonomics, pest control, and other issues as deemed relevant by the committee.
- e) Employees appointed to serve on the Committee shall serve without loss of compensation. Committee attendance shall be considered time worked. Employees must always inform their supervisors of meeting schedules.
- f) To the extent permitted by law, copies of all Employee occupation injury reports will be furnished to the appropriate Health and Safety Committee and remain confidential.
- g) Minutes of the Health and Safety Committee meetings shall be kept by the Employer and copies provided to the members of the Committee. The Committee may review and consider any workplace safety concerns. The Committee may request from the responsible party, status reports on any item referred for action.
- h) If unsafe working conditions are reported and verified in facilities where Bargaining Unit Employees work or break, appropriate remedial action will be taken as soon as possible to ensure the safety and health of the Employees. Progress reports on status of remediation of unsafe working conditions will be provided to the Union upon request. These conditions include, but are not limited to: mold, standing water, leak causing slipping hazards, and indoor pollutants.

**Section 6.14 Uniform or Special Clothing (6.14(a) applies to Missouri Veterans Commission only)**

- a) Where the Employer requires the Employee to wear uniforms as a condition of employment, as budget allows, such uniforms will be provided at no cost to the Employee. Two (2) sets of uniforms will be provided to Employees within 45 days of their first day worked. Three (3) additional uniforms will be provided to the Employee upon successful completion of a six-month probationary period. Employees will be allowed to purchase additional uniforms at their own expense through the supply manager. Uniform clothing which is in disrepair because of normal wear, or not meeting minimal standards, shall be replaced by the Employer upon return of the clothing. If employment is terminated, the Employee will return all uniforms that were issued six months prior to the termination date.
- b) Protective equipment, which is occupationally required, as determined by the Employer, will be provided by the Employer.

### **Section 6.15**

Where the Employer requires mandatory screening for tuberculosis or Hepatitis B vaccinations and testing, Employees shall receive such services free of charge.

### **Section 6.16 Hazard Pay**

Hazard pay, if applicable, will be applied uniformly to Bargaining Unit Employees within the same job title and working conditions.

If a dispute arises where a Bargaining Unit Employee is not receiving hazard pay and should be receiving it, then the Employee will immediately receive the differential pay.

### **Section 6.17 Threats Assaults**

The Employer shall cooperate with law enforcement agencies in the investigation of an alleged assault of an Employee who was acting within the scope of the Employee's authority when the alleged assault occurred.

### **Section 6.18**

A committee will be established specifically for issues related to case management in St. Louis County.

The committee will consist of three members of management and three case managers appointed by the Union from the St. Louis County Regional Office, as well as one member of management from DMH Central Office and one Union Representative of the SEIU Local 1.

The purpose of the committee is to develop recruitment strategies for obtaining qualified applicants to fill current and future vacancies. The committee will also review and make recommendations regarding the training system for the support coordinators in order to provide additional tools and resources to employees as they assist the consumers within the community. Recommendations will also be presented regarding how to weigh and distribute cases to better provide support coordination services. Finally, the committee will also review retention issues within St. Louis County and propose possible solutions to decreasing turnover based on findings and available resources.

The committee will be temporary in nature with a duration of six (6) months from the first meeting. The committee will submit their findings to the DMH Central Office management, HR and at the Labor – Management meeting upon conclusion.

## **Article 7**

### **LABOR-MANAGEMENT MEETINGS**

### **Section 7.1**

The Employer and the Union recognize the importance of maintaining a cooperative labor/management approach. In an effort to resolve problems that arise that may or may not be within the scope of this Agreement, the Employer and the Union agree to hold labor-management meetings as described below.

These meetings shall not be used to bypass the grievance procedure nor shall they be considered meet and confer sessions to arrive at successor Agreements or modification of this Agreement.

### **Section 7.2 Statewide Labor-Management Meetings**

- a) The Department Director(s) and/or designees agree to meet quarterly by mutual Agreement throughout the term of this Agreement with the Union Representative and a committee of Employees who are designated by the Union. The meetings shall be held at a mutually agreeable time. The Office of Administration shall normally attend these meetings.
- b) By mutual Agreement, meetings may be held more or less frequently. Lack of request to schedule a meeting from either party will constitute mutual Agreement that a meeting was not needed or desired.
- c) Time spent in attending or traveling to and from the Labor-Management meeting shall serve as the Employees' eight (8) hour work day with no loss of pay or time for those attending. This shall not serve to extend the workday or cause overtime to be earned.
- d) The Union and the Employer shall exchange proposed agenda items at least fourteen (14) calendar days prior to meeting. The parties shall designate their committee representatives at this time. In the event that another topic arises within the 14 days, it will also be put on the agenda.
- e) Statewide Labor Meeting length will be appropriate for agenda, but not exceed (3) hours unless the parties mutually agree to extend the meeting time. If the agenda is not completed by the end of the scheduled meeting, a continuation of the meeting will be scheduled as soon as practicable following the meeting to address only those items not covered on the original agenda. The continuation meeting will not count as a separate Labor-Management Meeting toward quarterly meetings.

### **Section 7.3 Facility Labor-Management Meetings**

Labor-management meetings will be conducted on a local, district, regional, facility or other appropriate organizational basis as needed and by mutual agreement, but not less than three (3) times a year unless neither party initiates these meetings. The facility/office administrator and/or designees will meet with a committee of Employees designated by the Union. By mutual agreement, meetings may be held more or less frequently. Lack of request to schedule a meeting from either party will constitute mutual agreement that a meeting was not needed or desired.

Facility Labor-Management Meeting length will be appropriate for agenda, but not exceed three (3) hours unless the parties mutually agree to extend the meeting time. If the agenda is not completed by the end of the scheduled meeting, a continuation of the meeting will be scheduled for not more than two weeks following the meeting to address

only those items not covered on the original agenda. The continuation meeting will not count as a separate Labor-Management meeting toward quarterly meetings.

These meetings will be held at mutually agreeable times with no loss of pay or time for those attending. This shall not serve to extend the work day or cause overtime to be earned.

The Union and the Employer shall exchange proposed agenda items at least seven (7) working days prior to meeting. The Parties shall designate their Representatives at this time.

## **Article 8** **UNION/EMPLOYEE RIGHTS**

### **Section 8.1 Union Stewards**

The right of the Union to appoint a reasonable number of Union Stewards is recognized. Such appointee(s) shall have successfully completed their original probationary period. Union Stewards will represent Employees within their own facilities or institutions, unless mutually agreed to by the Employer and the Union. In the event that no Union Steward is available, the Employee may request Steward representation from a neighboring region.

### **Section 8.2**

The Employer agrees that any Bargaining Unit eligible Employees will have the right to Union representation by a Union Representative or Steward during grievance meetings or at a meeting that the Employee reasonably believes could lead to discipline of the Employee. Such assistance or representation shall not unreasonably delay or disrupt the meeting or subsequent proceedings. Employees will not withhold information from his superiors or co-workers which affects or could affect the ongoing operations of the state government or the department.

### **Section 8.3**

Union Stewards are permitted a reasonable amount of work time to receive, process and discuss complaints and grievances on the premises and during work time, provided this does not interfere with the necessary operation of the facility and the work of those involved. Union Stewards must notify their supervisor in order to work on Union business, and whenever possible, with as much advance notice as is practical according to the circumstances.

Union Stewards will be permitted the same rights as other Employees to process their own grievances during work time.

### **Section 8.4**

Employees having a legitimate need for the services of a Union Steward or Union Representative may notify their supervisor.

When it is necessary for Union Stewards to conduct authorized Union business in a worksite or area other than their own, they shall notify the designated Employer representative of that worksite or area of their presence and the nature of their business.

### **Section 8.5**

Prior to entering into negotiations, the Parties will meet to develop and agree to ground rules.

The selection of the Union negotiating committee team members is at the sole discretion of the Union. The Union may, on a limited basis, replace or substitute members as it perceives necessary.

### **Section 8.6 Workplace Access**

Union Representatives will be permitted access to state facilities for administering this Agreement in accordance with safety, security, treatment and/or confidentiality requirements. Union Representatives may also request access to designated non-work places such as conference rooms and lunch rooms for the purpose of informational meetings, introducing the Union to new Employees, distribution of Union leaflets, newsletters, membership packets, dues deduction authorization cards and other information related to this Agreement. Workplace access shall not be disruptive of the work environment nor shall it be unreasonably denied.

Employees may meet with Union representatives during non-work time or as otherwise specified in this Agreement.

Nothing in this provision shall be construed as a limitation of the rights of the Union or members to utilize the Employer's facilities in the same manner and conditions that are otherwise available to the public.

### **Section 8.7 Informational Rallies**

Employees within the Bargaining Unit may participate in informational rallies so long as it is done during non-work time.

### **Section 8.8 Union Communication**

The Employer agrees to install a Union provided bulletin board at each Employer controlled work site at a mutually agreed upon location for the purpose of posting of Union notices and particulars. Bulletin boards shall be placed inside the work or break area so that all Employees of the Bargaining Unit have regular access to it; and the Employer shall place it for easy and unobstructed viewing. The number and placement of bulletin boards will be agreed upon by the worksite administrator and the Union. The Union will furnish the Employer in advance with a copy of all literature to be placed on the board by the Union. If the Employer disputes the appropriateness of the materials, it will not be posted. If no agreement can be reached, then the matter can be grieved.

Literature distributed shall not be disruptive of the work environment or defamatory toward any individual or group of State Employees or elected officials. Violation of this provision shall cause the distribution of such literature to cease and for it to be removed from the workplace.

Employees and or the Union shall be permitted to distribute Union literature pursuant to this Agreement. Such distribution will occur during breaks and non-work times in non-work areas.

The Union may utilize state email addresses for the purpose of scheduling bargaining sessions or labor management meetings. Because state emails are not confidential, other Union discussions or communications must be done by alternative means which may include those referenced in Section 8.6 Workplace Access.

### **Section 8.9 Committee and Panel Participation**

When forming committees and/or panels at a facility or department that include Employees within the Bargaining Unit as members, the Union shall have the option to designate a representative to the panel. Relative to the size of the committee or panel, the Union may request additional representatives be included. The Employer has the right to name additional Bargaining Unit Employees to the committee/panel. However, if a Bargaining Unit member is selected for participation solely because of professional expertise in a specific area and the committee does not affect the working conditions, no Union participation will be solicited.

### **Section 8.10 New Employees and Employee Lists**

Each facility will notify the Union upon the appointment of new Employees to the Bargaining Unit. The Employer will notify the Union via email at an address designated by the Union within two weeks of date of hire.

Once each quarter and in electronic format, the Office of Administration will provide the Union with a current list of active Bargaining Unit Employees. This list shall include the information contained in the information fields (Appendix C) for each Employee within the Bargaining Unit.

### **Section 8.11**

The Union will be notified two weeks prior to any new hire orientation. The Union shall be allowed to make a presentation, at orientations offered by the Employer. The presentation may be up to 30 minutes in duration and shall be conducted by a Union staff person or Member designee. Employees may attend or present at these meetings without loss of pay or leave.

### **Section 8.12**

Discrimination based on Union activity will not be tolerated. Stewards and/or Employees filing grievance or discipline appeals or otherwise properly exercising their rights under this labor Agreement will not be retaliated against, intimidated, threatened or subjected to a hostile work environment.

### **Section 8.13 Patient Advocate**

Health Care Professionals have the right, as an advocate for the patient, to take appropriate action as defined by state, federal or local laws or regulations; accepted standards of nursing practice; or department or facility policies and procedures, to ensure competent, ethical, and legal, practices by any member of the health care team or the health care system or any action on the part of others that places the rights or best interests of the patient in jeopardy.

### **Section 8.14**

For the purpose of informing Bargaining Unit Employees of Union membership rights and obligations under this Agreement, the Union shall be allowed to conduct two one-hour meeting sessions within the term of this contract, with the first meeting taking place within the first six months of the effective date of this Agreement and the second session anytime thereafter, within the term of this Agreement. The meetings shall occur on state grounds at times mutually agreed to by the Union and Employer.

Employees may attend these meetings without loss of pay or leave and these meetings will not serve to extend the workday or cause overtime to be earned. No information that is derogatory, defamatory, or partisan political shall be communicated at the time of these meetings. Attendance at these meetings will not be arbitrarily denied.

### **Section 8.15 Additional Rights**

In addition to rights and privileges otherwise specified by law, the Employer operation regulations, or Facility policies the Employees have the following rights:

- a) To receive on-the-job or in-service training or instruction to perform their jobs;
- b) To discuss with their supervisors matters of concern, including client, patient or resident care, without penalty;
- c) To be informed of and suggest changes in facility practices and policies or department practices or operating regulations;
- d) To protect themselves from bodily injury using the least amount of physical intervention as per training;
- e) To question and have corrected timekeeping records and computations of seniority;
- f) To receive timely performance appraisals;
- g) To receive or have access to written facility policies and department operating regulations,
- h) To have the Employer maintain confidentiality of Employee personnel records, as provided by law;

- i) To have access to relevant, current and accurate reference tools and resources necessary for the provision of safe, quality nursing care.
- j) To report conditions to management or designee that they believe to be unsafe or staffing levels they believe to be inappropriate, without personal consequence;
- k) To be informed of the mechanism to make requests for specific days off;
- l) To not be arbitrarily or capriciously moved from their facilities, work units, shifts, or days off; and
- m) To be valued as strategic assets.

## **Article 9** **PAY POLICIES**

### **Section 9.1 Salary Induction**

A new Employee cannot be appointed by the same appointing authority at a rate that upon successful completion of the probationary period would be higher than that paid to present Employees with comparable qualifications.

Upon request, the Employer will provide the Union with copies of any contracts the Employer has for professional services.

### **Section 9.2**

Any Employee who has obtained regular status will be paid at least two-steps above the minimum step for their classification. Employees who have completed at least one year in the entry level of a multi-allocated position and who are qualified, eligible and performing duties of the higher level will be reclassified to the higher level in accordance with Merit System guidelines.

### **Section 9.3 Salary Review**

- a) An Employee who believes that his salary is not at the appropriate step may submit to the Appointing Authority or designee a written request for a salary review. The Employee must describe in the request the reason for believing that the salary is not at the appropriate level. The Employee will be provided a response of the findings of the review, including specific reference to the rules upon which the findings have been based.
- b) If an Employee can demonstrate misapplication of rules and regulations relevant to wage determination, that Employee may utilize the grievance procedure to seek resolution of the matter.

#### **Section 9.4 Pay Differentials for Medical Classes**

A pay differential of 4.1% of base salary rate will be allowed to physicians in classified medical positions if certified by a specialty board approved by the American Medical Association or by the American Osteopathic Association. Additional pay differentials will be allowed to physicians in classified medical positions who, in addition to basic certification by a specialty board, are also certified in the following subspecialties: Forensic Psychiatry – 4.1% of base salary rate; Child Psychiatry – 8.2% of base salary rate.

If an Employee is receiving a differential resulting in a higher dollar amount than the approved percentage, a percentage equal to that dollar amount is approved for the duration of the assignment.

Certification in Psychiatry in other countries by a National Accrediting Agency or Organization will be accepted on an individual basis when it is determined that such certification includes or has been supplemented by training and experience equivalent to that by the American Board of Psychiatry and Neurology.

Payment for these events will only be made where the specialty involved is substantially and directly related to the work performed by the Employee in the state service.

#### **Section 9.5 Pay Differential for Psychologists**

A pay differential of 4.1% will be allowed to psychologists in classified positions who are certified by the American Board of Professional Psychology in a specialty if such specialty is substantially and directly related to the work performed by the Employee in the state services.

If an Employee is receiving a differential resulting in a higher dollar amount than the approved percentage, an amount equal to that dollar amount is approved for the duration of the assignment.

#### **Section 9.6 On-Call Pay**

Overtime code one (1) and code two (2) Employees who are on-call shall be compensated one (1) hour for every twelve (12) hours on call. Non-exempt Employees may request to use the time or be compensated for on-call time. Such requests will not be arbitrarily denied. Compensation may include pay or equivalent time off, at the Employer's discretion pursuant to Article 16, Hours of Work.

If called into work non-exempt Employees will be compensated for time worked.

If the Employer calls Employees in when not regularly scheduled to work, the Employer shall credit the Employee with two hours straight time whether worked or not, or for the time worked at the applicable rate, whichever is greater.

## **9.7 Coaching**

Non-exempt Employees will not be required to volunteer their professional services, work off the clock or be voluntarily on-call. Employees within the Department of Mental Health are entitled to compensation in fifteen minute increments for time spent on dialectical behavior therapy as well as other behavioral therapy coaching calls that last seven and a half minutes or longer. Such calls are made only after approval by the designated authority and are accepted on a voluntary basis. The rate of compensatory time or pay will be in accordance with Article 16.6. Compensatory Time.

## **9.8 Pay Raises**

The Union will have the opportunity to annually appear before the Personnel Advisory Board to present testimony in support of salary increases, step increases, and re-positioning proposals for employees covered under this agreement. Whenever the Personnel Advisory Board makes such recommendations to the Governor and the Governor subsequently recommends to the legislature, the Employer will support the Governor's budget recommendations.

# **Article 10**

## **TRAINING AND EDUCATION**

### **Section 10.1**

In situations in which the Employer directs an Employee to attend a particular seminar or training program administrative leave will be granted without loss of compensation. Necessary travel expenses will be paid by the Employer in accordance with the state travel. If the training program falls on the Employees' regular time off, then compensatory time will be earned for mandatory attendance in accordance with state rules and regulations.

### **Section 10.2**

The Employer will respond in writing to Employee requests for administrative leave and payment for educational purposes in a reasonable amount of time to allow the Employee time to make necessary arrangements to attend. Such request shall not be unreasonably denied. The Employer will make a reasonable effort to provide equal access to job related training opportunities to the extent that operational and budgetary requirements permit.

### **Section 10.3**

The Employer will attempt to provide work related in-service programs within the agency and at the work site. However, the provision of such programs will not impact the Employee's request to seek other continuing education or training as outlined in this Article.

### **Section 10.4**

When an Employee requests administrative leave with pay in order to attend a seminar or training program of his or her choice, and the training program would enhance the Employee's contribution to his or her particular area of expertise, such leave may be

granted based on operational, budgetary and staffing needs. However, no compensatory time will be earned if the seminar occurs on an Employee's regular days off.

When the Employer does not grant such leave, the Employee may request compensatory or annual leave in accordance with applicable leave policies and procedures. Such requests shall not be unreasonably denied. The Employer will respond in writing to such requests within a reasonable period of time to allow the Employee time to make necessary arrangements to attend.

### **Section 10.5**

The Employer shall provide access to tuition reimbursement to the extent that operational and budgetary requirements permit and in accordance with State of Missouri administrative policy SP-1, issued August, 1997.

## **Article 11** **NO STRIKES OR WORK INTERRUPTIONS**

### **Section 11.1**

The Union shall neither cause nor condone, nor shall any member of this Bargaining Unit participate in, any strike, work interruption or any type of work curtailment or slowdown in any office or facility. The Union will instruct all its Stewards of their obligations under this Article and all the members as to the meaning of it.

If for any reason there is an interruption at the Employer's office(s) or facilities by other than members, the Union will encourage its members to remain at work and/or to return to work.

### **Section 11.2**

The Employer recognizes that Employee lockouts are contrary to good management and consequently agrees that no lockout of Employees shall be instituted.

## **Article 12** **DISCIPLINE AND DISCHARGE**

### **Section 12.1**

Disciplinary action may be imposed on an Employee for cause. The parties intend that disciplinary action shall entail a reasonable and fair application of policies, procedures and/or applicable laws. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices, and written reprimands.

Verbal and written performance counselings are not disciplinary actions.

The Employer endorses the principle of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose the level of

discipline for which there is cause. Grievances and appeals of disciplinary actions are governed by the grievance procedure outlined in Article 14 of this labor Agreement and the rules of the Administrative Hearing Commission. The Employer shall make its decision regarding discipline as soon as possible after consideration of all facts involved in the matter.

### **Section 12.2**

When an Employee fails to successfully complete a promotional probationary period and is not subject to dismissal, the Employee will be reinstated to the class, but not necessarily the same position occupied immediately prior to the promotion. Such Employee's salary will be adjusted to at least the level of pay received prior to the promotion.

### **Section 12.3**

If an Employee is questioned about a matter or is being interviewed in an investigation that he reasonably believes may result in discipline including, but not limited to letter of reprimand, demotion, suspension, or dismissal, the Employee shall at his request be entitled to receive advice, counsel, assistance, and representation by a co-worker of the Employee's choice, a local Union Representative, or Union Steward. In the event no local Steward is available, the Employee may request a Steward from a neighboring district/facility. In these situations, an Employee may make this request for representation at any time and before any further discussion or questioning takes place.

The Employee's right to request representation shall be based upon an Employee reasonably believing that the matter may lead to disciplinary action. The determination of reasonableness shall be based upon objective standards and a reasonable evaluation of all the circumstances.

At the point the Employee has been notified that he is the subject of the investigation, the Employee has the right to representation by a Union Steward and or Union Representative before any further discussion with the Employer. Unless there is a need for immediate action, the Employer will provide advance notice of any investigatory meetings and the nature of that meeting to the Employee.

If the Employee is scheduled for an interview at another work location, the Representative may be from either work location in order to facilitate both the Employee's right to representation as well as the efficient operation of each facility.

The arrangements for this assistance or representation shall not delay the proceedings. An Employee shall not withhold information which affects or could affect ongoing operations of state government or the Employer.

An Employee, Steward or Union Representative shall not provide such advice, assistance or representation if he is also involved in that same matter. If an investigation results in suspension, demotion or dismissal, the Employee may request a meeting with the Appointing Authority or designee.

### **Section 12.4**

All information exchanged during the discipline process will be exchanged in accordance with this Agreement, applicable statutes, regulations and/or policies.

Information shared or obtained during the investigation process shall be considered confidential and shall not be discussed or communicated in any way by any representative except with the represented Employee or other Union officials with a business need to know the information. Management and/or investigative staff will only share information gained during this process with those with a business need to know such information.

If the Union Representative or Union Steward is providing assistance to more than one Employee involved in the same investigation, information gained during any interview session shall be considered confidential and shall not be shared with other Employees.

### **Section 12.5**

A regular Employee will be given notice prior to the effective date of a suspension, demotion or dismissal. Such notice will indicate the reasons for such action and provide a sufficient amount of time for the Employee to show reasons why the action should not be taken. The Employee may choose to respond either in writing or to request a meeting with the Appointing Authority or designee. An Employee shall not be denied the request for the meeting. An Employee may have a Union Steward or Union Representative to advice, assist or represent the Employee during any such meeting.

### **Section 12.6**

At any meeting between an Employee and the Employer that relates to disciplinary action and tape recording of proceedings occur, a copy of the tape(s) and transcript (if the tape(s) are transcribed) will be provided if permitted by law to the Union upon request and at the Union's expense.

### **Section 12.7**

Each Employee shall be allowed to inspect his personnel files upon written request and prior arrangement with the appropriate staff.

### **Section 12.8**

The Union and the Employer agree that it is in the best interests of both parties to ensure that allegations made against an Employee in the Bargaining Unit by a client, patient or resident, by the significant other or family member of a client, patient or resident, or by members of the general community are reviewed and assessed prior to initiating any disciplinary action.

**Article 13**  
**EMPLOYEE ASSISTANCE PROGRAM**

The purpose of the Employee Assistance Program (EAP) is to provide staff, and their immediate family members, access to prepaid confidential service designed to assist Employees with personal problems and or concerns that impact the Employee's performance on the job.

An Employee will not be mandated into the Employee Assistance Program (EAP) solely for falling behind in work.

In the event an Employee is mandated into EAP, and already in a treatment program for the same issue(s), the Employee will have the choice of the mandated EAP program or continue in the individual's treatment program with proof of participation.

An Employee placed into mandatory EAP will be asked to sign a release of information only for reports of attendance at mandatory counseling sessions, reports providing a termination of the need for sessions and fitness for duty if applicable. Any time (including travel time) required to attend the mandatory EAP session will be considered Administrative Leave.

No cost for any mandatory EAP services will be incurred by the Employee.

Participation in the Employee Assistance Program shall be treated in a confidential manner.

The Employer will not disclose the mandatory or voluntary enrollment in the EAP program to anyone who does not have a business related need to know.

**Article 14**  
**GRIEVANCE PROCEDURE**

**Section 14.1 Definitions**

A grievance is defined as any dispute or difference between the Employer and the Union or any Employee with respect to the meaning, interpretation or application of this Agreement. Claims that can be brought before the EEOC or the Missouri Commission on Human Rights are not covered by this Agreement, and will follow the normal filing procedures allowed by law. Initiation of a grievance or appeal under any other procedure or in any other forum waives all rights to proceed under the grievance and arbitration procedures contained in this Article.

**Section 14.2 Purpose**

The purpose of this article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances and to further the purpose of this Agreement to promote harmonious Employee relations.

The Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to file the grievance and the responsible use of this procedure.

Nothing in this Article is intended to prohibit the Union from raising issues pertaining to conditions of employment of the Employees in the Bargaining Unit throughout the life of this Agreement. Such issues should generally be raised at the Labor Management Meetings in order to be addressed in an efficient manner.

### **Section 14.3 Procedure**

The parties agree that it is in the best interest of both parties to resolve grievances informally when possible. The Employer and Union agree that in order for the grievance procedure to function efficiently and effectively, all grievances shall be settled at the earliest step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve the grievance whenever possible. Retaliation and harassment for filing a grievance or for investigating charges of alleged retaliation or harassment is prohibited.

The Union will be the exclusive representative of the interests of Employees covered by this Agreement in the processing and redress of grievances under the grievance and arbitration procedures in this Article, except that nothing in this Agreement will limit or restrict an Employee's right to represent himself outside of this Agreement.

The Parties agree that the dismissal, demotion, or suspension of greater than 5 days of an original probationary Employee will not be subject to the grievance and arbitration procedures contained in this Article. Nothing in this Article will expand the rights currently offered to probationary Employees.

Grievances filed based on actions prior to the effective date of this Agreement will be concluded in accordance with the grievance procedure in effect at the time of the action being grieved.

### **Section 14.4 Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the time necessary to exhaust grievance steps may, by mutual agreement, be filed at the appropriate advance step. The appropriate step will be determined by mutual agreement of the Parties. Grievances concerning dismissals, demotions and suspensions of regular Employees will be initiated by the Union at Step 3 of the procedures set forth in this Article by filing directly with the administrator referenced in Appendix B within thirty (30) calendar days from the date the Employee receives notice of the action taken. The same time limits for processing a grievance apply.

## **Section 14.5 Consolidation of Group Grievances**

At any point, multiple grievances which pertain to the same issue and contain the same set of facts or circumstances may be consolidated into one grievance, by mutual agreement of the Employer and Union. The Union may assign a spokesperson to represent the group. Mutual agreement will not be unreasonably withheld. Consolidation may result in the accelerated handling of the grievance or may result in movement to a higher step in the procedure without completion of earlier steps.

## **Section 14.6 Grievance Procedure**

The grievance steps and timeframes as they apply to the Employees of this Bargaining Unit are listed below:

### **Preliminary Step - Immediate Supervisor**

The Employee having a dispute will first attempt to resolve it by meeting with his immediate supervisor, at the time of the act or omission giving rise to the dispute, or as soon as possible thereafter, but no later than fourteen (14) calendar days from the date the Employee became aware, or by reasonable diligence, should have become aware of the act or omission. The Employee will also submit his dispute in writing at the time of the meeting. The supervisor will render a response to the dispute in writing within five (5) calendar days after the meeting. Decisions at this step shall not be used as precedent for any subsequent case.

#### **Step 1**

If the dispute is unresolved, the grievant shall present the grievance in writing on a form mutually agreed upon by the Employer and the Union to the Administrator or designee noted in Appendix B (hereinafter 'administrator') within ten (10) calendar days of a decision at the Preliminary Step.

If there is no decision at the Preliminary Step, the grievance shall be submitted within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of when the Employee through due diligence should have reasonably been aware of the act or omission. The written grievance form will stipulate the relevant Article of the Agreement and the specific remedy being sought. The form must be signed by the Employee or the Union Representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps.

The Administrator or designee shall meet with the Employee and Union Representative within ten (10) calendar days, and shall render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based.

The response will be sent to the Employee and the appropriate Union Representative. Decisions at this step shall not be used as precedent for any subsequent case.

## **Step 2**

In the event the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Employee and Union in writing on the grievance form to the Administrator as noted on Appendix B or designee within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The Administrator or designee shall schedule a meeting as necessary within ten (10) calendar days of receipt of the grievance, and will provide a response within fourteen (14) calendar days of the meeting.

The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the Employee and appropriate Union Representative.

## **Step 3**

In the event a grievance is not resolved at Step 2 the Employee and Union may appeal the decision, in writing on the grievance form, to the Administrator as noted in Appendix B or designee within fourteen-(14) calendar days of the receipt of the Step 2 decision. The written appeal must include reasons why the Step 2 decision is being appealed.

The Administrator or designee shall meet as necessary with the Employee and Union to discover additional information within fourteen (14) calendar days and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form.

The Administrator's or designee's written decision will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the Employee and appropriate Union Representative.

## **Pre-arbitration meeting**

At least thirty-one (31) calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Union will meet to discuss the grievance and determine if a settlement is possible.

## **Section 14.7 Arbitration**

In the event that the grievance is not resolved at Step 3, the Union may pursue arbitration by providing the Employer within thirty (30) calendar days of receipt of the Step 3 decision, a completed request for a panel of arbitrators on the form provided by the Federal Mediation and Conciliation Services (FMCS).

The parties and the selected arbitrator will determine the schedule for the hearing and the arbitration case.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the cost of their own witnesses.

The arbitrator will decide questions of arbitrability. If a question of arbitrability is raised, the arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such a nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator will then proceed to determine the merits of the dispute.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The express provisions of this Agreement will be the sole source of any right the Union may assert in arbitration. The arbitrator will have no authority to find that the Employer is bound to do or refrain from doing any thing or act unless it is clear from express provisions of this Agreement that this result was intended by the parties. This provision does not prevent any party from presenting evidence that the party could have presented, had the Employee chosen to appeal to the Administrative Hearing Commission. If the authority of an arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail.

The arbitrator will recognize the statutory and regulatory requirements of the Employer and remedies available under State merit law.

### **Arbitration Costs**

In cases where the grievance is denied, the losing party will pay the costs of arbitration when there is a clear and unequivocal decision on all issues. In cases of split decisions the fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a verbatim record of the proceedings, the requesting party will pay for the costs. If the other party requests a copy of any transcript, said party will pay the cost of its copy. If either party cancels a hearing date, the cost, if any, for the cancellation of a hearing date shall be paid by the party seeking cancellation.

### **Arbitration Selection**

The parties will share in the decision-making process with regard to arbitrator selection. The parties may mutually agree on any qualified arbitrator. If the parties cannot agree, selections will be made from arbitrator names provided by the Federal Mediation and Conciliation Service. Strikes of arbitrator names will be made from the list provided. The party with the first strike will be determined by a coin toss.

### **Arbitration Decisions**

The decision and award of the arbitrator will be final and binding on the Employer, the Union and the Employee or Employees involved, unless judicial review is sought. However, where resolution of an issue may not be final and binding under the Missouri Constitution and Laws, the arbitrator may provide a written recommended resolution.

No arbitration award will request or order the additional appropriation of funds. The arbitrator's decision shall be rendered in writing no later than thirty (30) calendar days after the closing of the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

#### **Section 14.8 Grievances and Appeals of Suspensions, Demotions, and Dismissals**

The Employer and the Union agree that where an Employee covered by this Agreement has the right to process a grievance-appeal involving suspensions greater than five (5) days, demotions or dismissals through either the procedure provided herein, or through the Administrative Hearing Commission, and, if such Employee files an appeal with the Administrative Hearing Commission:

- a) The Agreement grievance filed under this Article will immediately cease.
- b) If no agreement grievance has been filed prior to the filing of the Administrative Hearing Commission, the Employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Agreement.

If the appeal to the Administrative Hearing Commission is withdrawn by the Employee, or not accepted by the Administrative Hearing Commission, the processing of a timely grievance will be permitted.

Nothing in this Article or elsewhere in this Agreement will be deemed to require any Employee to pursue the remedies herein provided.

#### **14.9 Time Off**

The grievant and Union Steward or Representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union Steward or Employee will leave his work area to investigate, file or process grievances without first obtaining approval to work on Union business and making mutual arrangements with the appropriate supervisor(s) if leaving the work area, as well as the supervisor of any unit to be visited. Such approval will not be unreasonably denied, provided that these activities do not interfere with the necessary operations of the facility.

An Employee who is called back on a different shift or on his day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked.

Agency witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings.

#### **14.10 Meeting Space and Equipment Use**

Upon request, the Union Steward or Representative will be allowed the use of available appropriate space and equipment while investigating or processing a grievance.

#### **14.11 Travel or Expenses**

The Employer shall not be responsible for any travel or expenses incurred by grievant, Union representative or witnesses called by the Union, in the processing of grievances.

#### **14.12 Pertinent Witnesses and Information**

Except as otherwise provided in this Article, the Employer or the Union may request access to witnesses and specific non-privileged documents and other information that is reasonably available, and pertinent to the grievance under consideration. Such requests shall be considered at Step 3 and will not be unreasonably denied, and when granted will be in accordance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

#### **14.13 Time Limits**

Failure of the Employee or Union to comply with the time limits under this Article renders the grievance void and terminated.

Grievances may be withdrawn at any step of the Grievance procedure. Grievances not appealed within the designated time frame will be treated as abandoned and cannot be re-filed.

The time limit at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step, and may also be extended for a period of time equal to any time the respondent at each step is on approved leave and/or holiday. Such extensions shall be in writing.

If the Employer does not answer a grievance or appeal within the specified limits, this shall not find in favor of the Employee, but shall automatically advance the grievance to the next step in the grievance procedure.

The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer, response or decision will constitute a timely response if postmarked within the answer period.

#### **Section 14.14**

The Parties agree to implement and exercise all provisions of this Article in a fair and responsible manner and shall refrain from attempting to circumvent or hinder the cooperative relationship intended by the parties during the implementation of this Agreement.

## **Article 15** **PERSONNEL RECORDS**

### **Section 15.1**

Employees shall have access to the unabridged contents of their official personnel record, work location personnel record, and supervisor's working file or log. Employees will be provided one copy of any materials contained in their file(s), upon request. Additional copies will be provided at the Employee's expense.

In the circumstance where an Employee is unable to access a work location or building in which the above records are being held, the Employer may choose to mail an unabridged copy of the records requested to the Employee at the Employer's expense, or may, with written permission from the Employee, provide the records to a designee chosen by the Employee. Such records shall be provided within five working days of the Employee's original request.

Reviews shall be conducted in the presence of the appropriate Human Resources staff. An Employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of any material contained in his or her personnel record shall have the right to submit a written response. The written response shall be attached to such document and included in the file.

No items which may affect his job performance evaluation or could lead to disciplinary action should be added, withheld, or deleted from the file without the Employee's knowledge. Negative entries will be signed and dated by the individual making the entry and will be presented to the Employee for counter-signature at that time. The Employee reserves the right to refuse to sign negative entries, however, the Union and Employer agree that signing only acknowledges receipt of the entry and does not necessarily constitute acknowledgement of the accuracy of the information.

If the Employer uses adverse information from a personnel file, the Employer will consider the age and relevance of such information when making an employment decision.

In any case in which a disciplinary action is overturned or otherwise rendered invalid, the written decision declaring the disciplinary action invalid or overturned must be included in any file in which the original disciplinary action appears.

Complimentary documents and letters, etc., may be placed in the Employee's personnel record. Documents and letters not filed will be given to the Employee. A request for such documents to be included in the file shall not be unreasonably denied.

Employees may be accompanied by a Union Representative when reviewing personnel records.

The Employee's personnel records or performance log notes will not contain copies of grievances or references to the Employee's activities in protected Union activity.

In the event that customer satisfaction surveys come back with negative feedback, the supervisor and the employee will meet to discuss the surveys. A log note will be entered addressing the resolution of the discussion.

When customer satisfaction survey(s) indicate a significant violation or pattern of violations of statute(s), regulation(s) or agency policy(ies), the Employer may investigate and follow-up with appropriate action.

Customer satisfaction surveys shall not be incorporated into an employee's performance appraisal nor shall they be added to an employee's personnel record.

## **Article 16** **HOURS OF WORK**

### **Section 16.1**

The normal work week for full-time Employees shall be forty (40) hours within a fixed and regularly occurring seven (7) day period, exclusive of time allotted for unpaid meal periods.

### **Section 16.2**

All Employees who are required to drive in the performance of their duties shall be considered as being on paid time while performing such duties and such time shall be included in the calculation of the total work day. No provision of this section shall be in violation of State travel regulations.

Travel costs will be reimbursed at the maximum allowed reimbursement rate per the State's Travel Regulations and state policies.

If an Employee's work duties include visits to facilities, homes, vendors, or other location, and the distance traveled to the site is closer for the Employee to do on the way from home in the morning or way home at night, the Employee will be allowed to use his own vehicle and receive mileage reimbursement for use of personal vehicle beyond normal commuting miles and to consider time spent at the visit or appointment as time worked. Prior supervisor approval is required.

### **Section 16.3**

All approved overtime will be compensated in accordance with the FLSA and the Rules of the Personnel Advisory Board for those Employees working a normal work week as described in Section 16.1. Overtime categories (Code 0, 1, 2) are listed in the Uniform Classification and Pay Plan maintained by the Office of Administration/Division of Personnel. Code 0, 1 and 2 Employees may voluntarily change their schedule with supervisory approval. Overtime category by job classification is listed in Appendix B.

#### **Section 16.4 Overtime Assignment**

In 24 hour/7day operations, when overtime is deemed necessary by the Employer, reasonable effort will be made to secure volunteers from Employees on duty. If there are no qualified volunteers, the Employer may schedule Employees on a rotating basis within the appropriate job class(s) using inverse Bargaining Unit seniority as the deciding factor for assigning mandatory overtime. When Employees are required to work two (2) or more consecutive hours of overtime, their turn for mandated overtime service shall be completed.

The Employee will be notified as soon as the need to assign overtime is determined. After the notice is given the Employee will be allowed, with approval, time to make necessary arrangements to remain at work. To the extent possible, new Employees must work thirty (30) days before they can be mandated.

Reasonable effort will be made to ensure that no Employee is required to work more than twelve (12) hours in a twenty four (24) hour period. This provision does not apply to Employees working an alternative schedule as described in Section 16.7.

#### **Section 16.5 Adjusted Work Hours**

With prior approval from the supervisor, Employees may adjust working hours.

#### **Section 16.6 Compensatory Time**

For non-exempt Employees compensatory time may be allowed to accrue during the fiscal year. This shall not restrict the Employer from paying out for compensatory time as department budget allows.

Compensatory time is earned when a non-exempt Employee is required or approved by their supervisor to work time above their regularly scheduled work week. Non-exempt Employees shall be compensated at the regular rate of pay for their positions, or allowed 1.5 times amount of compensatory time off for those work assignments which cause the Employee to exceed forty work hours during a work week.

The Employer will respond to the Employee's request for use of compensatory time by returning their written request no later than 7 days after receiving the request.

Compensatory time may be taken in increments of 1/4 hours.

#### **Section 16.7 Alternative Scheduling**

An Employee and his supervisor may design an ongoing alternative work schedule such as four (4) day a week, ten (10) hours a day workweek. Where possible, such request may be granted.

Where there are more new requests than may be accommodated for alternate work schedule, and where specific needs of the facility are met, requests shall be granted on the basis of seniority.

A group of Employees may submit an alternative schedule, and, where possible, that schedule may be implemented.

### **Section 16.8 Daylight Savings Time**

Employees who are physically at work on the shift when the clocks are set back 1 hour in the fall will, when applicable, be credited with 1 additional hour of time worked.

### **Section 16.9 Stand-by Time**

Stand-by time is a situation where a non-exempt Employee is required to remain at the work site, ready for assignment. Stand-by time shall be credited as time worked.

### **Section 16.10 On-Call Time**

On-call time is a situation where a non-exempt Employee has been assigned to on-call status outside their regular working hours and they are required to be at work or perform work duties within a designated time frame if called. Employees placed on on-call status will be compensated in accordance with Article 9.

### **Section 16.11 Meal Periods**

Non-exempt Employees who receive an unpaid meal period and are required by the supervisor to remain at their work assignments during such period and who are not relieved, shall have such time counted as hours worked.

### **Section 16.12 Scheduling Practices**

Schedules will be established by the Employer in compliance with this Agreement and to meet work site needs. The Employer will not change the permanent schedule of an Employee, without first notifying the Employees seven (7) days in advance of the changes except in cases of emergency or unusual circumstances. The Employer shall, when practical, consider seniority in these schedule changes.

### **Section 16.13 Travel Time**

Employees required to travel on work related business will be reimbursed for their travel expenses in accordance with the State travel regulations 1 CSR 10-11.0.

### **Section 16.14 Disaster/Hazardous Weather**

Situations involving hazardous travel or inclement weather will be addressed according to facility policy and procedure. Specific mitigating circumstances that may arise related to application of a facility hazardous travel or inclement weather policy or procedure may be presented in an individual grievance.

Specific issues or concerns related to hazardous travel or inclement weather that arise may be discussed during Labor Management meetings.

**Article 17**  
**ATTENDANCE AND LEAVE**

**Section 17.1**

The Employer shall grant holidays as provided for in 1CSR 20-5.010 (2)(A) of the rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel. The State currently observes the following holidays:

New Year's Day, the first day in January  
Martin Luther King Jr. Day, the 3rd Monday in January  
Lincoln's Birthday, the 12th of February  
Washington's Birthday, the 3rd Monday in February  
Truman's Birthday, the 8th day of May  
Memorial Day, the last Monday in May  
Independence Day, the 4th day of July  
Labor Day, the 1st Monday in September  
Columbus Day, the 2nd Monday in October  
Veteran's Day, the 11th day of November  
Thanksgiving Day, the 4th Thursday in November  
Christmas Day, the 25th day of December

When any of the observed holidays fall on a Sunday, these holidays shall be observed on the following Monday, and when any of these dates or days fall on a Saturday, these holidays shall be observed on the preceding Friday.

Additional dates may be designated as holidays by the Governor or President of the United States. Nothing in this Agreement shall be construed as establishing any right to a paid holiday. The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel, and in accordance with state laws.

**Section 17.2 Compensatory Time Off / Pay**

- a) Employees may submit requests for use of accumulated compensatory time. Consistent with staffing needs of the Employer, the Employer agrees to grant compensatory time off for the Employee's accumulated holiday and overtime in accordance with applicable state statutes and regulations.
- b) Compensatory time off may be taken in increments of  $\frac{1}{4}$  hours.
- c) Employees may be paid for accrued compensatory time, if the Employer's budget allows.
- d) The Employer is responsible for scheduling compensatory time off and proper staffing of facilities. Employees may request to utilize compensatory time. The Employer will respond to the Employee's written request either approved or denied within seven (7) calendar days after receiving the request.

- e) Employees shall not be compelled to use compensatory time balances in lieu of sick leave.

### **Section 17.3 Holiday during Vacation**

When a holiday falls on an Employee's regularly scheduled workday during the Employee's vacation period, the Employee will not be charged annual leave for the holiday.

### **Section 17.4 Payment upon Separation**

Upon separation due to resignation, retirement, layoff, or dismissal, the Employee shall be paid for all accrued holiday compensatory time. In the event of the death of an Employee, all accrued holiday compensatory time will be paid to the Employee's account on record.

### **Section 17.5 Attendance in Court**

Any Employee shall be granted administrative leave with pay when he is summoned and performs jury duty as prescribed by applicable law. The Employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested. Employees will return to work when not actually serving as a juror; travel time to jury duty and returning to work may be considered as administrative leave. In no case will this leave be granted or credited for more than time spent during such duty, or the Employee's regularly scheduled work hours, whichever is less.

When an Employee, while performing the duties of his position, is summoned to appear as a witness in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, such time will be considered time worked. Travel time to and returning is considered time worked.

Employees who attend court as a plaintiff or defendant on non-work related matters, in a case not arising out of employment, shall use annual or earned compensatory time with sufficient notice to the Employer. In the event the Employee does not have annual leave or compensatory time, the Employer may grant leave without pay.

### **Section 17.6 Promotional Examination**

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and promotional interviews for positions within the department. Approval will be by the facility head at the work location, following a determination that adequate staff is maintained at the work site. Appropriate travel time, occurring during normal work hours, may be considered administrative leave.

### **Section 17.7 Leave for Death in an Employee's Family**

Administrative leave for a death in an Employee's family will be granted in accordance with State Regulations.

### **Section 17.8 Service Connected Injury and Illness**

An Employee, who suffers an on-the-job injury or illness, shall be compensated in accordance with the rules and laws that govern workers' compensation benefits. Workers' compensation benefits are administered by the Central Accident Reporting Office of the Office of Administration.

### **Section 17.9 Leave Exhaustion**

When an Employee has exhausted leave accruals and needs time off due to continued illness or injury, the Employee may request a leave of absence without pay. Further, the Employee may apply for use of the Share Leave Program, and may inquire and apply as appropriate for long term disability through the Missouri State Employees Retirement System (MOSERS).

### **Section 17.10 Family and Medical Leave**

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any qualifying absence under the FMLA, the Employee may be required to exhaust all applicable leave prior to the approval of unpaid leave.

### **Section 17.11 Leave of Absence without Pay**

Leaves of absence without pay shall be governed by the rules of the Personnel Advisory Board and shall not be unreasonably denied.

### **Section 17.12 Notification of Leave Balances**

Employees shall have access to semi-monthly direct deposit information that reflects their balances of annual, compensatory and sick leave hours. If the Employee disagrees with their balances, they should notify the timekeeper in writing as soon as possible.

## **Article 18**

### **ANNUAL LEAVE/VACATION**

### **Section 18.1 Earning Annual Leave**

Annual leave shall be governed by the provisions of 1CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to annual leave as follows:

- 5 hours for each semi-month of services in which they are in pay status for 80 hours or more hours, up to and until they complete 10 years of total state service;
- 6 hours for each semi-month of service, in which they are in pay status for 80 hours or more hours, if they have completed 10 and up to 15 years of total state service;
- 7 hours for each semi-month of services, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

Employees in pay status for less than 40 hours during the pay period will not accrue annual leave for that pay period. Employees in pay status between 40 and 80 hours for a pay period will have leave accruals pro-rated for that pay period.

### **Section 18.2 Annual Leave Accumulations**

- a) At the close of business on October 31, of any calendar year, any accumulation of annual leave which exceeds the maximum allowable accumulation (as outlined in subsection b), shall lapse and credit for the excess leave shall not be carried forward to the month of November.
- b) The maximum allowable accumulations on record for each year are:
  - i. 240 hours for total state service of less than 10 years;
  - ii. 288 hours for total state service of 10-15 years; and,
  - iii. 336 hours for total state service of 15 years and over.
- c) Annual leave shall not accrue to any Employee while on leave of absence without pay.
- d) When an Employee has been granted annual leave, and during the leave period is subsequently recalled to duty because of emergency conditions requiring the Employee's services, annual leave not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed.
  - i. In this case, the Employee shall be granted compensatory time for any time exceeding the maximum accrual.
  - ii. A corrected application for leave/overtime form will be submitted.
- e) If an employee is
  - (1) approved for a period of annual leave that is during the month of October,
  - (2) that approval is subsequently rescinded by the Employer and the annual leave cancelled,
  - (3) the cancellation of annual leave causes the employee's annual leave balance to exceed the maximum accrual, and
  - (4) the annual leave cannot be rescheduled prior to November 1<sup>st</sup> of that year,then the employee shall be granted compensatory time for any amount of cancelled annual leave exceeding the maximum accrual.

### **Section 18.3 Leave Usage**

When an Employee is eligible to use sick leave, the Employee may request to take annual leave instead of sick leave.

- a) Supervisor approval is needed to utilize this option.
- b) Use of this annual leave is subject to the same conditions as though the Employee was using sick leave.

### **Section 18.4**

An Employee who is eligible for workers' compensation may elect to use accrued annual leave for those absences in addition to receiving worker's compensation benefits.

### **Section 18.5**

Employees who have separated from state service will receive reimbursement for all accrued annual and comp leave, up to the maximum allowable accumulation.

### **Section 18.6**

Upon the death of a State Employee, all remaining accrued annual leave up to the maximum amount allowed will be paid to the Employee's account on record.

### **Section 18.7**

- a) An Employee, who transfers or is appointed to a position in another department, will be automatically reimbursed by the Employer for all accrued annual leave up to the maximum levels outlined in Section 18.2(b), unless directed otherwise in writing by the Employee.
- b) If the Employee chooses to transfer annual leave to another department, the Employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the Employee physically transferring to a new location. Approval for the transfer of leave will be made according to the receiving department's policies.

### **Section 18.8 General Provisions**

Annual leave is earned by the Employee at the end of each pay period.

- a) Annual leave may be taken in increments of  $\frac{1}{4}$  hours.
- b) Annual leave shall not be considered work time.
- c) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.

## **Section 18.9**

Once annual leave has been approved, the Employer will endeavor to honor that approval. The Employer will only rescind previously approved annual leave after considering other reasonable alternatives and all relevant circumstances.

## **Article 19**

### **SICK LEAVE**

#### **Section 19.1 Earning Sick Leave**

Sick leave with pay shall be governed by the provisions of 1 CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

#### **Section 19.2 Schedule for Earning Sick Leave**

Sick leave is earned at the rate of five (5) hours per semi-monthly pay period regardless of length of service. Employees in pay status for less than a full pay period will have their leave prorated. There is no cap on the maximum amount of sick leave which may be accrued.

#### **Section 19.3 Using Sick Leave**

- a) Sick leave is defined to mean a period in which the Employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or period of time required for medical, surgical, dental, or optical examination or treatment, or where through exposure to a contagious disease, the presence of the Employee on duty would jeopardize the health of others.
- b) Loss of time due to an illness of the Employee's spouse, children, other relatives or members of the Employee's household, which requires the Employee's personal care and attention shall be charged against the Employee's accumulated sick leave.
- c) Sick leave shall be used in multiples of not less than one-quarter (1/4) hour.
- d) If an Employee is unable to report for duty because of illness, the Employee shall notify the supervisor or designee, in accordance with the Employer's call in policy prior to the beginning of the Employee's work shift.

#### **Section 19.4**

The parties agree that abuse of sick leave has a negative impact on the workforce and may be addressed through the discipline process. Every effort will be made to ensure such discipline will be consistently applied.

#### **Section 19.5**

Annual leave, compensatory time, or leave without pay may be used with supervisory approval for absences due to illness, but sick leave may not be used for absences due to reasons other than those described above. Requests for such leave shall not be unreasonably denied. When all leave balances are exhausted, the Employee may become eligible for the Share Leave Program as outlined in 1 CSR 20-5.025.

## **Section 19.6**

In accordance with Section 104.601, RSMo, a retiring member of the Missouri State Employees Retirement System will be credited with one month of service for every 168 hours of unused accumulated sick leave earned by the member.

## **Section 19.7 Share Leave Bank**

A Share Leave program is available in accordance with 1 CSR 20-5.025.

## **Section 19.8 FMLA**

Employees may request and be granted leave in accordance with FMLA. In accordance with FMLA regulations, Employees have an obligation to respond to an employer's questions designated to determine whether an absence is FMLA qualifying. Employees shall inform the supervisor whether the absence relates to a FMLA qualifying event. Employees shall designate FMLA leave time as such on their leave slips. The Employee will not be required to disclose specifics of illness or condition with supervisors.

# **Article 20**

## **PERSONNEL INFORMATION AND POLICIES**

### **Section 20.1**

The Employer shall notify Employees 30 days prior to the implementation of any policy or procedure change(s) regarding the Employer's policies that affect the working conditions of their employment. Upon receipt of the policy and procedures the Union and its designees may review and submit comments to the Employer.

When immediate changes to policy are needed for reasons including but not limited to serious client care, supervision, safety, security purposes or to comply with law or court order, revision may be issued and become immediately effective. However, the Union or its designees may meet with the Employer to discuss the changes.

The Employer will not create any new policy or procedure or revise, alter or amend any policy or procedure that conflicts or contradicts the existing Union Agreement. Any Department policy or procedure that is in conflict with the Agreement will be revised within a reasonable amount of time.

### **Section 20.2**

The Employer agrees to provide Employee access via an electronic version, hard-copy version in an Employee Information Center or a combination of both of all departmental and/or divisional policies and procedures. A copy of this Agreement, the State Personnel Law (Chapter 36 RSMo.), the Department's and/or division's administrative manuals, and state travel regulations shall be available electronically or at the information center.

### **Section 20.3**

Facility/office policy shall be consistent with department and division policy. Individual facility/office policies shall be furnished to a Union Representative upon request.

**Article 21**  
**EMPLOYEE APPRAISALS/LOG NOTES/PERFORMANCE PLANS**

**Section 21.1 Informal Conferences/Log Notes**

The Union and the Employer encourage periodic informal conferences between the Employee and his supervisor to discuss work performance, job satisfaction, work-related problems and/or the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the Employee in resolving the problem. If needed, a corrective action plan will be developed.

Log Notes should reflect positive notations of the Employee's job performance in addition to concerns.

The Employer and the Union agree that counseling is an effort on the part of a supervisor to provide feedback to an Employee regarding on-the-job activity and/or job performance. It is meant to be a device clarifying what has occurred and what is expected. Counseling is not discipline and should have constructive goals, such as assisting in Employee development, or teaching or modifying behavior. The supervisor shall maintain written records of counseling efforts.

Performance Counselings or Log Notes should reflect activity or job performance within 30 days of the note being entered.

Any log notes inserted into any Employee's record detailing allegations from any source against a Bargaining Unit Employee will reflect any outcome or status of any investigation.

Any allegations from any source that are pending the results of an investigation at the time of a performance appraisal will not be used against an Employee during that performance appraisal period. If the allegations are substantiated, this may be indicated and reflected in the next appraisal process.

Verbal and written performance counselings are not disciplinary actions. If a counseling meeting becomes investigatory in nature and the Employee reasonably believes this line of questions could lead to discipline, the Employee may request and be granted representation.

**Section 21.2 Written Performance Appraisals**

All Employees will receive a performance appraisal, or summary, at least annually, as required by the State's Productivity, Excellence and Results for Missouri system (PERforM). It should normally be completed by their immediate supervisor or a supervisor who directed or had sufficient knowledge of the Employee's work during the period covered by the appraisal, and reviewed by the next higher level of supervision on or before March 31.

Employees' signatures on the appraisals indicate the Employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the Employee, and the Employee shall be given a copy as soon as possible.

Appraisals are based on following five performance components: knowledge of work, quality of work, situational responsiveness, initiative and dependability.

Supervisors (Raters) provide Employees with a written planning document containing performance objectives for each of the components at the beginning of every appraisal period. These objectives must be clearly communicated to the Employee, and be attainable during the appraisal period.

Observations in the appraisal should identify positive and negative changes in job performance of duties stated in the Employee's performance plan or job description, as well as conduct, and work habits.

Appraisals should portray work performance rather than personal characteristics. Specific work-related conduct and behavior (undesirable and desirable) should be recorded. The Rater should address undesirable conduct by describing conditions in which an Employee's behavior has affected performance and be specific about required improvement. The Rater should reinforce desirable conduct of Employees by recognizing and praising positive behavior.

If an appraisal is amended or adjusted after the Employee has signed, such changes shall be discussed with the Employee. The Employee shall be given the opportunity to comment in writing on the adjusted appraisal and shall be given a copy of the adjusted appraisal.

The performance appraisal may be adjusted as per the PERforM Guidelines.

As part of the appraisal process, the Employee will be informed of the process and timelines for submitting rebuttals to all or portions of the appraisal the Employee does not agree with. The Employee or the Union may submit a written rebuttal to an appraisal if the Employee disagrees totally, or in part, with the appraisal. The Employee's rebuttal shall be considered part of the evaluation process with a copy attached to the original evaluation and placed in the Employee's personnel record.

The appraisal shall contain information related to the Employee's performance of the duties assigned and factors related thereto occurring within the calendar year.

Following the annual performance evaluation process, the Employee's Performance Appraisal File will be purged of the past year's log notes and notations, unless there is an ongoing investigation pending litigation, or Performance Plan that spans the previous and new year.

Unfinished investigations or pending discipline and pending litigation will not be considered in an appraisal.

A less than overall satisfactory performance appraisal may be appealed in accordance with PERforM guidelines. The Employee may request performance appraisal that is overall less than successful be reviewed by Human Resources.

The signing of the performance appraisal indicates that the Employee has received and reviewed the appraisal and does not mean that the Employee agrees with the appraisal. In the event the Employee refuses to sign the appraisal, this refusal will be witnessed and documented by another staff.

### **21.3 Plans**

If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the Employee in resolving the problem. If needed, a written plan will be developed by the supervisor and Employee and will state specific work performance objectives and time periods in which problems will be addressed. Such plan is a tool used by supervisors/managers to identify performance related goals, to define the ways to achieve these goals and to outline the corresponding time frames.

The supervisor shall maintain a written record of each follow-up session and shall, upon request, provide a copy of this record after completion of each session to keep the Employee apprised of his progress in meeting the objectives stated in the plan.

The Employee will be allowed representation in the Plan final evaluation conference, if the Employee reasonably believes that the conference could lead to discipline.

If a Plan requires a temporary adjustment of work hours, the Employer and Employee will work together, when possible, to develop a plan for working hours. The new working hours will be in accordance with appropriate labor laws.

The Plan should not include any directive to work off the clock or to take work home. An Employee may request that Human Resources review a Plan given to him by his supervisor.

## **Article 22**

### **PRESERVATION OF BENEFITS**

#### **Section 22.1 Partial Invalidity**

The parties recognize that the provisions of this Agreement cannot supersede State or Federal law. Nothing in this Agreement is intended to amend, repeal, or conflict with state, federal or other applicable laws. All terms shall be interpreted consistent with state and federal laws to the greatest extent possible. In the event that any provisions of this Agreement are found to be inconsistent with existing laws, the provisions of such laws shall prevail. Should any part of this Agreement or any provisions contained herein be rendered invalid, unenforceable or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law

or regulation, such portions shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of this Agreement.

### **Section 22.2**

If any provision of this Agreement requires legislative action, or requires adoption or modification of the rules and regulations of the State of Missouri to become effective, or requires the appropriation of funds for implementation, it is hereby understood and agreed that such provision shall become effective only after the necessary legislation action or rule modification is enacted, and the funds have been appropriated.

### **Section 22.3 Increase in Benefits**

In the event that legislation becomes effective during the term of this Agreement, which has the effect of improving the wages and fringe benefits otherwise available to the Bargaining Unit eligible Employees, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

### **Section 22.4**

The parties acknowledge that during the development of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### **Section 22.5**

Where the implementation of any provision in this Agreement requires additional expenditure authority or the authority to reallocate funds, the provision will take effect only upon appropriation or authorization to reallocate such funds.

### **Section 22.6 Changes in Law**

Upon request of either party the Employer and the Union agree to meet regarding any provisions invalidated by change in state or federal, or other applicable law or regulation and shall seek to develop a mutually satisfactory modification to replace the invalidated provision.

### **Section 22.7**

Any changes to state employee and retiree health insurance plans are governed by the Missouri Consolidated Health Care Plan's (MCHCP) board of trustees in accordance with Chapter 103, RSMo. The state legislature is the sole authoritative body which appropriates funding for state wages and benefits. Funding necessary to keep plan year 2016 premium costs for employees at the same level achieved for plan year 2015 will be placed in the Governor's Budget Recommendation.

**Article 23**  
**WORKING OUT OF CLASS**

**Section 23.1**

Employees shall be provided a copy of their job class specification upon request.

**Section 23.2**

The Employer shall assign work duties appropriate to Employee's job classification. Any time an Employee does not believe that the duties of the position are appropriate to the assigned classification, the Employee may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel. When such requests are received, the Employer will initiate the review in a timely manner. The results of this review will be reported to the Employee and the Union. A status update of this review will be rendered to the Employee upon request.

**Section 23.3**

Management reserves the right to assign duties beyond the job class specification as necessary to fulfill the mission of the Agency. The Employer agrees that such duties are temporary and intermittent and shall not constitute a majority of the work hours.

Employees will be encouraged to discuss duties not specified within the Employee's performance expectations that interfere with the completion of their assigned expectations with their supervisor to reach a mutual solution.

If the Employer anticipates that the Employee will work out of class for a majority of the time, temporary performance appraisal job expectations will be drafted by the Employer and Employee. These temporary job expectations will accurately reflect the duties to be performed and will be time limited. A supervisory review will be conducted at a mutually agreed time to examine the permanence of additional duties. Reclassification to an appropriate higher job classification will be recommended by the Employer, if appropriate. The Employer shall adhere to the provisions of FLSA.

**Article 24**  
**JOB VACANCY POSTINGS**

**Section 24.1 Posting Job Vacancies**

A job vacancy exists when the Employer decides to fill a new or existing position in the Bargaining Unit.

A job vacancy within the Bargaining Unit shall be posted for a minimum of seven (7) days on intra-office electronic communication systems or in designated locations accessible twenty-four (24) hours per day seven days per week within the agency at the facility where the vacancy exists. Such notices will specify the required qualifications, including knowledge, skills, ability, rate of pay or pay grade, specific work location, shift and days off, work unit if applicable, and classification(s).

A job description will be provided to the Employee upon request.

## **Section 24.2 Applying for Vacancies**

Employees may apply for job vacancies by following procedures described in the posting, which will not be unduly burdensome. Applicants who are not selected for the position will be notified by the Employer within 30 days after the selection for a position.

## **Section 24.3 Selection**

- a) Selection for change in shift and/or days off within the program/facility/unit will be awarded to the Employee with the most seniority in that job classification(s) of those who have expressed interest and meets the qualifications required for that shift contingent upon operational needs and Employee and client safety.
- b) Selection for all vacancies within a classification will be based on qualifications, relevant experience and past performance. In the event that more than one applicant is equally qualified then seniority will be the deciding factor. This does not preclude the Employer from hiring a qualified applicant from outside the organization.
- c) When the Employer decides to fill a position within the Bargaining Unit, such vacancy shall be filled with the most qualified candidate for the position, as determined by the Employer. If Bargaining Unit Employees feel they have been unfairly denied a position, they may request a detailed review for not being selected that identifies specific areas for professional development.
- d) Any position not filled within one (1) year of the initial posting will be reposted prior to filling.

## **Section 24.4 Placement and Orientation**

Staff new to a unit will be oriented to the condition and needs of the clients in their assignment.

## **Section 24.5 Miscellaneous**

Employees will not be required or requested to resign or be placed on probation as a condition of transfer to a position in the same job class under the same appointing authority.

## **Section 24.6 Integrity of Procedure**

The Employer will fill vacancies under the provisions of this Article.

## **Section 24.7 Reinstatement Register**

All reinstatements will be done according to the Layoff and Reinstatement Article of this Agreement.

## **Section 24.8 Transfers between facilities**

The Employer may temporarily or permanently transfer Employees between facilities based upon the requirements and needs of the Employer.

Whenever the Employer is considering transferring Employees between facilities, it shall determine whether any qualified Employee will accept a transfer on a voluntary basis. If no Employee agrees to a voluntary transfer, the Employer will transfer the Employee with the least seniority.

## **ARTICLE 25** **DUES CHECK OFF**

### **Section 25.1 Deductions**

The Employer agrees to deduct Union membership dues in the amount designated by the Union from the pay of those Employees who individually request such deduction. Under Office of Administration procedures, the Employer shall remit the deductions semi-monthly to the Union. The Union shall advise the Employer and its members of any increase in dues or other approved deductions in writing at least 30 days prior to its effective date. No deductions shall be made for initiation fees, fines, or assessments.

Requests for any of the above shall be on a form agreed to by the parties, and shall adhere to the procedures established by the Commissioner of the Office of Administration. Such form shall include specific information on revocation of membership.

An Employee who has previously authorized payroll deductions pursuant to this section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless that Employee has previously withdrawn authorization for such deductions in accordance with the appropriate revocation procedures and now seeks to reauthorize them.

### **Section 25.2**

The parties recognize that legal deductions and other withholdings such as Social Security and federal and state income taxes shall have priority over Union dues; accordingly all legal and required deductions from an Employee's wages shall be made before Union dues are deducted. When an Employee is in non-pay status for an entire month, no deduction shall be made from future earnings to cover that pay period. If an Employee is in non-pay status during only part of a pay period, and/or if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made.

### **Section 25.3**

If the Employer over-withholds an amount from an Employee's wages or salary, and remits same to the Union, the Union agrees to make an immediate refund to the Employee in the amount of the overpayment upon notification from the Employer.

### **Section 25.4 Revocation of Membership**

Any Employee who has previously submitted a written authorization for voluntary deduction of Union-membership dues may revoke the authorization during the month of January by submitting written notification to their Human Resources or payroll office.

When an Employee is appointed to a position that is not in the Bargaining Unit, the Employee should notify their Human Resources or payroll office to stop the payroll deduction of Union dues.

### **Section 25.5**

Each month the Office of Administration will provide to the Union by electronic means a listing of Employees who have Union dues deducted from their wages or salary.

### **Section 25.6**

Union membership/information cards will be provided to the Employer by the Union. The cards, which will be approved by the Office of Administration, shall be made available for the Employees' use in each district office or facility and shall be provided to all new Employees in the Bargaining Unit. The Employer will be responsible for keeping an adequate number of membership cards available and for requesting additional cards to replenish diminishing stock.

### **Section 25.7**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

### **Section 25.8**

In the event that another Bargaining Unit in a Department under direct control of the Governor negotiates fair share fees into a labor agreement, the language agreed upon pertaining to fair share fees will be incorporated into this Agreement as well.

## **Article 26**

### **LAYOFF AND REINSTATEMENT**

#### **Section 26.1**

Layoffs shall be governed by the Rules and procedures of the Personnel Advisory Board and the Division of Personnel. In part, these rules provide:

In the event that layoffs are needed, the appropriate Appointing Authority will determine the specific positions to be eliminated.

No regular or original probationary Employee in an affected class shall be laid off until any emergency, provisional, temporary and limited temporary Employee in the same classification under the same Appointing Authority is laid off. Reemployment and reinstatement probationary Employees shall be considered as regular Employees for purposes of implementing a layoff. A review of unclassified Employees, performing duties of the affected class will be conducted prior to a layoff. However, if no regular or original probationary Employee subject to layoff elects to accept a transfer or demotion in lieu of layoff to a position occupied by an emergency, provisional, temporary or limited temporary Employee, an Employee with this employment status may be retained.

It is the policy of the Employer to make every reasonable effort to use its Employees to perform work they are qualified to do. To that end, the Employer will not contract out Bargaining Unit work for the sole purpose of eroding the Bargaining Unit.

The Employer agrees to provide the Union with immediate written notice upon the Employer's issuance of an RFP which will result in the layoff of Bargaining Unit Employees, make available the names of all bidders being considered during the RFP process upon bid opening prior to awarding any contract, and make available a written notice when a contract is awarded.

The Employer will make a reasonable effort with the contractor to ensure that Employees, who will be subject to layoff because of a decision to contract out work, secure employment with the contractor. At the request of the Union, the Employer, the Union, and the contractor will meet to discuss the employment of Employees subject to layoff.

If a regular Employee must be laid off, due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the Employee's control and which do not reflect discredit on the services of the Employee, the layoff shall be by inverse order of service credit and by class under the same Appointing Authority or area of service involved.

When these Employees are laid off, they will be placed on an appropriate reinstatement register as outlined in Section 26.3. Service credit is defined as state service under the Missouri State Employees' Retirement System (MOSERS), creditable service less any purchased service, but including service for which a deferred retirement lump sum option was exercised.

## **Section 26.2**

Employees with regular status affected by layoff will be offered if available:

- a) Demotion in lieu of layoff under the same Appointing Authority to positions in a lower class in the same occupational job series or in a lower class in which the Employee previously held regular status. The granting of this option is determined by the service credit of the Employee;
- b) Transfer in lieu of layoff to positions of the same class at other facilities in the same division held by original probationary or promotional probationary, emergency, provisional, temporary or limited temporary Employees.

## **Section 26.3**

The State shall implement and maintain a reinstatement register of regular Employees who are laid off or demoted in lieu of layoff. The Appointing Authority that conducted the layoff will offer the laid off Employee reinstatement to a position in the job class in which the Employee has reinstatement status before any other new hires, rehires or

promotions to that job class. A person may remain active on the reinstatement register for three (3) years.

For a period of six (6) months following a layoff, any demotion, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person being transferred or demoted has higher service credit than those on the register.

#### **Section 26.4**

The Employer shall inform the Union of any planned layoffs as far in advance as practicable, but at least one day prior to but in no case more than a working day after those affected Employees have been notified by the Employer. The Employer will meet with representatives of the Union, upon request to discuss matters relating to the layoff.

#### **Article 27**

#### **PRINTING OF AGREEMENT**

Each party will be responsible for reproducing its own copies of this Agreement once the parties have ratified it and agreed to the final document as to content and format.

#### **Article 28**

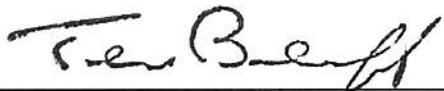
#### **TERM OF AGREEMENT**

This Agreement shall become effective June 1, 2015 and shall remain in full force and effect through and including May 31, 2018 upon ratification and signatures of the parties. This Agreement may be extended in increments of up to one year upon written mutual consent of the parties. These extensions shall not exceed three years in total. The written notice of extension or request to meet and confer shall be by certified mail at least ninety (90) days prior to the expiration of the Agreement.

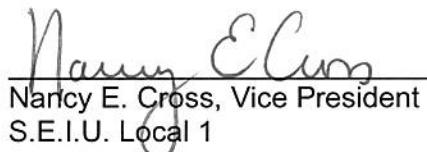
### SIGNATURES

By affixing their signatures below the Parties agree that this shall be the only Labor Agreement governing the relationship between the parties for the specified period of time it is in effect. In witness thereof, the parties have executed this labor contract this 18th day of June 2015.

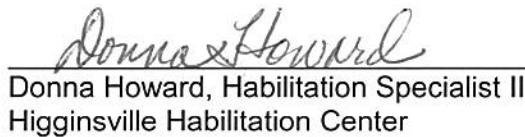
For Service Employees International  
Union Local 1:



Tom Balanoff, President  
S.E.I.U. Local 1 – Missouri Division



Nancy E. Cross, Vice President  
S.E.I.U. Local 1



Donna Howard, Habilitation Specialist II  
Higginsville Habilitation Center



Kay Smith, OTR/L  
Fulton State Hospital

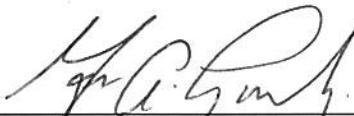


Mae Love, Service Coordinator III  
DMH/St. Louis County Regional Office

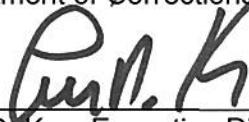


Barrie Ford, Service Coordinator II  
DMH/St. Louis Tri-County Regional Office

For State of Missouri:



George A. Lombardi, Director  
Department of Corrections



Larry D. Kay, Executive Director  
Missouri Veterans Commission



Keith Schafer, Ed.D, Director  
Department of Mental Health



Guy Krause, Chief Negotiator  
Office of Administration

Index Number	Bargaining Unit Classifications for the Department of Mental Health	OT Code
003005	Academic Teacher I	1
003006	Academic Teacher II	1
003007	Academic Teacher III	1
004401	Associate Psychologist II	1
004445	Case Manager I (Developmental Disability)	1
004446	Case Manager II (Developmental Disability)	1
004447	Case Manager III Developmental Disability)	1
005278	Clinical Casework Assistant I	2
005279	Clinical Casework Assistant II	2
005280	Clinical Social Work Specialist	1
004439	Counselor-In-Training	1
004003	Dental Hygienist	2
004005	Dentist I	0
004006	Dentist II	0
004007	Dentist III	0
002101	Dietitian I	1
002102	Dietitian II	1
004407	Habilitation Specialist I	1
004408	Habilitation Specialist II	1
003020	Librarian I	2
003021	Librarian II	1
004443	Licensed Behavior Analyst	0
005283	Licensed Clinical Social Worker	1
004440	Licensed Professional Counselor I	1
004441	Licensed Professional Counselor II	1
004280	Medical Specialist I	0
004281	Medical Specialist II	0
004455	Music Therapist I	1
004456	Music Therapist II	1
004276	Physician	0
009864	Staff Physician Specialist <sup>1</sup>	0
004402	Psychologist I	0
004423	Occupational Therapist I	1
004424	Occupational Therapist II	1
004597	Quality Assurance Specialist, Mental Health	0
004463	Recreational Therapist I	1
004464	Recreational Therapist II	1
005284	Clinical Casework Practitioner I	1
005285	Clinical Casework Practitioner II	1

<sup>1</sup> Includes only positions which would otherwise be classified as Psychiatrist I, Psychiatrist II or Senior Psychiatrist.

<b>Index Number</b>	<b>Bargaining Unit Classifications for the Department of Mental Health, cont.</b>	<b>OT Code</b>
003045	Special Education Teacher I	1
003046	Special Education Teacher II	1
003047	Special Education Teacher III	1
004471	Speech-Language Pathology Assistant I	2
004472	Speech-Language Pathology Assistant II	1
004466	Speech-Language Pathologist	1
004493	Substance Abuse Counselor I	2
004494	Substance Abuse Counselor II	1
004548	Vendor Services Coordinator (Mental Health)	1
004412	Vocational Rehabilitation Specialist I	1
004413	Vocational Rehabilitation Specialist II	1
004435	Work Therapy Specialist I	2
004436	Work Therapy Specialist II	2

<b>Index Number</b>	<b>Bargaining Unit Classifications for Department of Corrections</b>	<b>OT Code</b>
004342	Registered Nurse – Clinical Operations	0
004493	Substance Abuse Counselor I	2
004494	Substance Abuse Counselor II	1
004466	Speech-Language Pathologist	1

<b>Index Number</b>	<b>Bargaining Unit Classifications for Missouri Veterans Commission</b>	<b>OT Code</b>
005283	Licensed Clinical Social Worker	1
004276	Physician	0
004463	Recreational Therapist I	1
004464	Recreational Therapist II	1
005284	Clinical Casework Practitioner I	1
005285	Clinical Casework Practitioner II	1
004341	Registered Nurse Senior	2
004340	Registered Nurse	2
004342	Registered Nurse – Clinical Operations	0
005278	Clinical Casework Assistant I	2
005279	Clinical Casework Assistant II	2

**Appendix B**  
**GRIEVANCE STEPS**

<b>Department</b>	<b>Preliminary Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Corrections	Immediate Supervisor	Section Head	Chief Admin Officer	Division Director
Mental Health	Immediate Supervisor	Work Manager	Facility Head	Division Director
Public Safety-Missouri Veterans Commission	Immediate Supervisor	Department Manager	Veteran's Home Administrator	Director, Homes Program

**Appendix C**  
**INFORMATION FIELDS FOR QUARTERLY REPORT**

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
1	UN	Union Name
2	BU	Bargaining Unit Name
3	TITL_CD	Job Classification Index Number
4	TITL_LONG_DESC	Job Classification
5	FLSA_EXEMPT_DESC	FLSA Exempt ID of an Employee: Exempt = E; Nonexempt = N
6	HOME_AGCY_CD	The highest level operating entity that performs a particular function in a government. Agency is used to define where an employee works and what an employee's accounting attributes are. It is also used to define and authorize positions and position budgets.
7	HOME_AGCY_LNG_DESC	Long Description for Home Agency Code
8	RPTG_ORGN_1	Reporting Organization 1 is a higher level organization to which this organization reports, as defined by your organizational tree.
9	RPTG_ORGN1_DESC	Reporting Organization 1 Long Description
10	RPTG_ORGN_2	Reporting Organization 2 is a higher level organization to which this organization reports, as defined by your organizational tree.
11	RPTG_ORGN2_DESC	Reporting Organization 2 Long Description
12	HOME_ORGN_CD	Home Organization Code is the second level of operating entity and represents a management responsibility center within an agency. It is used for accounting and security purposes and can also be used to define positions and position budgets.
13	HOME_ORGN_LNG_DESC	Home Organization Long Description
14	GHRS_IN_EMPL_ID_NO	Unique Employee ID Number
15	APPT_ID	Identifies different appointments and employee may hold. A blank appointment id represents an employee's primary appointment.
16	PREX_CD	Name Prefix Code is a name prefix such as Dr., Ms., or Mr.
17	PREX_LONG_DESC	Name Prefix Long Description
18	EMP_LAST_NAME	Employee Last Name
19	EMP_FIRST_NAME	Employee First Name
20	EMP_MIDDLE_NAME	Employee Middle Initial
21	SUFX_CD	A name suffix such as Jr., Ph.D., or III.
22	SUFX_LONG_DESC	Name Suffix Code Long Description
23	EMPS_CD	An employment status in which employees are eligible for the deduction.
24	EMPS_LONG_DESC	Employment Status Long Description
25	JOBS_CD	Indicates whether an employee's assignment is temporary, probationary, etc.
26	JOBS_LONG_DESC	Job Status Code Long Description
27	CIVS_CD	Identifies the Merit &/or Uniform Classification and Pay status of the employee. (Merit Classified, UCP Classified and Non-Merit, Non-UCP)
28	CIVS_LONG_DESC	Civil Service Status Long Description
29	PCT_FULLTIME_PCT	Indicates the percentage of a Full-time Equivalent year an employee will work in a position. (Ex. an employee working half-time would have 0.5000 in this field; a full-time employee would have 1.0000 in this field.
30	AMT_BASIS_ID	Identifies the basis in which an employee's salary is stated: (A = Annual Salary, H = Hourly Rate, D = Daily or Per Diem Amount, and P = Pay Period Amount)
31	AMT_BASIS_DESC	Describes the basis in which an applicant's or employee's salary is stated: (Annual Salary, Hourly Rate, Daily or Per Diem Amount, and Pay Period Amount).
32	BASE_PAY_RATE_AMT	Base pay salary for an employee according to the given amount basis.
33	DIFF_PAY_RATE_AMT	Differential pay for an employee according to the given amount basis id.
34	TOTAL_PAY_RATE_AMT	Total Pay Rate Amount is the base pay for an employee plus their differential pay.
35	OTHER_PAY_PERD_AMT	Component of salary for an employee that is not considered base pay or differential pay.

Field position left to right	Field/Column Header	FIELD_DESCRIPTION
36	WORK_CNTY_CD	Standard county abbreviation associated with the county in which the person works.
37	WORK_CNTY_LNG_DESC	Work County Long Description
38	WORK_LOC_CD	Location Code identified as the work location.
39	WORK LOC LONG DESC	Work Location Long Description
40	WORK LOC ADDR LINE 1	First line of the street address.
41	WORK LOC ADDR LINE 2	Second line of the street address.
42	WORK LOC CITY NM	The name of the city associated with the work location address.
43	WORK LOC ST CD	The state code associated with the work location address.
44	WORK LOC ZIP PREF	The Zip Code Prefix is the five digit primary zip code.
45	WORK LOC ZIP SUF	The Zip Code Prefix is the four digit zip code extension.
46	PAY_LOC_CD	The location where an employee's pay check or direct deposit advice should be sent.
47	PAY LOC LONG DESC	Pay Location Long Description.
48	PAY LOC ADDR LINE 1	The first line of the street address of the pay location.
49	PAY LOC ADDR LINE 2	The second line of the street address of the pay location
50	PAY LOC CITY	The city associated with the pay location address.
51	PAY LOC ST CD	The state code associated with the pay location address.
52	PAY LOC ZIP PREF	The five digit primary zip code of the pay location.
53	PAY LOC ZIP SUF	The four-digit extension of the pay location zip code.
54	RESD_CNTY_CD	Indicates the county for a location.
55	RESD_CNTY_LNG_DESC	Resident County Long Description.
56	RELEASE_ADDR_FL	Release Home Address Flag indicates if an employee's address can be released to vendors. (Y = Yes; N or (blank) = No)
57	HOME_ADDR_LINE_1	The first line of the street address of an employee.
58	HOME_ADDR_LINE_2	The second line of the street address of an employee.
59	HOME_CITY_NAME	The city associated with the employee's home address.
60	HOME_ST_CD	The state code associated with the employee's home address.
61	HOME_ZIP_PREFIX	The first five digits of the zip code of the home address.
62	HOME_ZIP_SUFFIX	The last four digits of the zip code of the home address.
63	MAIL_SAME_AS_HOME	Indicates if the employee's mailing address is the same as their home address. Valid values are: [Y] if the mailing address is the same as the home address, [N] if the mailing address is different from the home
64	MAIL_ADDR_LINE_1	The first line of the mailing street address.
65	MAIL_ADDR_LINE_2	The second line of the mailing street address.
66	MAIL_CITY_NAME	The city of the mailing address.
67	MAIL_ST_CD	The state code of an address group associated with the mailing address.
68	MAIL_ZIP_PREFIX	The first five digits of the zip code of the mailing address.
69	MAIL_ZIP_SUFFIX	The last four digits of the zip code of the mailing address.

**\*\* NOTE: Field #'s 57 through 62 will be provided quarterly to the Union, only if the Employee has authorized the release of his/her home address to outside vendors (noted in Field # 56).**